

Yakima County



Request for Qualifications and Proposals

No. C11216-P

For:

**Yakima Valley System of Care, Clinical Director
Services**

*Prepared by:
Yakima City/County Purchasing
129 North 2nd Street
Yakima, WA 98901
509-575-6093*

September 28, 2012

BOARD OF YAKIMA COUNTY COMMISSIONERS NOTICE TO PROPOSERS RFQP C12116-P

NOTICE IS HEREBY GIVEN by the undersigned that sealed Requests for Qualifications and Proposals will be accepted on **Monday, October 15, 2012 @ 11:00 a.m.**, in the Yakima County Commissioners Office, 128 North Second Street, Room 232, Yakima, Washington to contract with an individual who shall perform:

Yakima Valley System of Care, Clinical Director Services

Proposals shall be:

- (1) Sealed.
- (2) Plainly marked: RFQP C12116-P SOC Clinical Director
- (3) Addressed: Yakima County Courthouse
Board of Yakima County Commissioners
Attn: Tiera Girard, Clerk of the Board
128 North Second Street, Room 232
Yakima, Washington 98901
- (4) Proposals must be in the Office of the Yakima County Commissioners on or before the due date of 11:00:00 a.m. on Monday, October 15, 2012 and will be opened shortly thereafter across the street at City Hall Council Chambers, since City/County procurement functions are now merged.

Specifications may be seen at the office of the Purchasing Manager, City of Yakima, 129 North Second Street, Yakima WA and/or the office of Clerk of the Board of Yakima County Commissioners, Yakima County Courthouse, 128 North Second Street, Room 232, Yakima, WA.

Specifications may be obtained online at www.yakimawa.gov/services/purchasing Click on Bid Openings.

<i>The Board reserves the right to reject any and all bids, or parts thereof.</i>

DONE this 25th day of September, 2012.

(Seal)

Tiera Girard, Clerk of the Board

Publish: *Yakima Herald-Republic*: September 28, 2012

Bill: Account # 11084

TABLE OF CONTENTS

Notice to Proposers

1.	Purpose	4
2.	Definitions	4
3.	RFQP Administration	5
4.	Agency Background	5
5.	Deadline for Delivery of Qualifications	6
6.	Scope of Work	6
7.	Compensation	7
8.	Evaluation by Analysis Committee	8
9.	Post Evaluation Events	9
10.	Applicants Cost to Develop Qualification Packet	10
EXHIBIT A - Sample Contract		13

YAKIMA COUNTY DEPT. OF HUMAN SERVICES

System of Care Clinical Director Services

RFQP NO. C12116-P

1. PURPOSE:

The purpose of this Request for Qualifications and Proposals (RFQP) is to receive qualifications and proposals from individuals interested in contracting with the Yakima County Department of Human Services to provide Clinical Direction and Leadership for the Yakima Valley System of Care project. The Contractor shall provide these services as a Professional Consultant, as outlined in the RFQP specifications.

2. DEFINITIONS:

- | | |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. <u>County</u> | Yakima County, Washington, and its Department of Human Services. System of Care. |
| B. <u>Applicant</u> | The person or firm submitting the proposal. |
| C. <u>RFQP</u> | The Request for Qualifications and Proposals, including any amendments or other addenda hereto. In case of conflict between the proposal and exhibits, the RFQP governs. |
| D. <u>Selection Committee</u> | The RFQP Selection Committee "SC" is comprised of the RFQP Coordinator (non-voting member named in section 4) and other County staff or qualified persons. |
| E. <u>Qualification Packet</u> | The materials submitted by each Applicant in response to the RFQP, including all attachments. |

3. RFQP ADMINISTRATION:

Upon release of this RFQP, all applicant communication should be directed in writing to the RFQP Coordinator listed below. Any oral communications with other County employees will be considered unofficial and non-binding on the County.

A. **RFQP Coordinator:**

Sue Ownby, Purchasing Manager
City of Yakima/Yakima County
129 No. 2nd Street

Yakima, WA 98901
Ph: 509-576-6695 Email: sownby@ci.yakima.wa.us

B. Preliminary RFQP Schedule

	Date
RFQP Released	September 28, 2012
Qualification Packets Due	October 15, 2012 at 11:00 A.M
Analysis and recommendation of award	by October 19, 2012
Appx. Proposed Start Date	November 1, 2012

If interviews are desired, the schedule will be adjusted, otherwise, the successful applicant will be offered the opportunity to enter into an agreement with the County to provide Clinical Direction and Leadership for the Yakima Valley System of Care project for the Department of Human Services. Sample Agreement attached as EXHIBIT A.

For the County's own best interest, the Board of County Commissioners reserves the right to accept or reject any or all applications.

4. AGENCY BACKGROUND:

Yakima County covers 4,296.1 square miles - second largest land area and seventh largest population area in Washington State. The City of Yakima, which serves as the County seat, covers 16.83 square miles at an altitude of 1,068 feet.

Yakima Valley Statistical Information (Based on OFM 2011 estimates)

- Population - Yakima County – 244,700
- City of Yakima – 92,630

The Department of Human Services maintains a directory of Public, Social and Health Services in Yakima County. They also manage State funded Human Services programs, and sponsor other Education and Health Services in Yakima County.

Major Industries

Agriculture. Yakima County ranks first in the United States in the number of all fruit trees. It produces more apples, mint, winter pears, and hops than any other county. Additional agricultural products include peaches, apricots, cherries, beef, and wheat, and award winning wines.

5. DEADLINE FOR DELIVERY OF QUALIFICATIONS:

One original proposal, with four (4) complete copies, shall be sealed and must be delivered no later than **11:00 A.M. PST, October 15, 2012** to:

**Yakima County Courthouse
Board of Yakima County Commissioners
Attn: Tiera Girard, Clerk of the Board
128 North Second Street, Room 232
Yakima, Washington 98901**

Proposal packages must be marked: **RFQP No. C12116-P, SOC Clinical Director Services**

QUALIFICATIONS RECEIVED AFTER THE DUE DATE ABOVE WILL NOT BE ELIGIBLE FOR CONSIDERATION. THE DEADLINE WILL BE STRICTLY ADHERED TO. LATE PROPOSALS WILL NOT BE CONSIDERED. Proposals, which do not include all requested information, may be considered non-responsive.

6. SCOPE OF WORK:

Yakima Valley System of Care, Clinical Director Services will include, but are not limited to the following;

The Contractor shall:

Through the Yakima Valley System of Care, the mental health provider agency and other stakeholders shall work to develop, implement, expand and disseminate broad, innovative systems change which will improve outcomes for children, youth and families and create long-term transformation of services and supports. A “system of care” is an organizational philosophy and framework that involves collaborations across agencies, families and youth for the purpose of improving access and expanding the array of coordinated community-based, culturally and linguistically competent services and supports for children and youth with a serious emotional disturbance and their families. Research has demonstrated that systems of care have a positive effect on the structure, organization, and availability of services for children and youth with serious mental health needs.

Yakima County has a higher percentage of residents than the state average that are young, Hispanic, Native American, Spanish-speaking, single parents, poor, and/or uneducated. The number of families with children who live below the poverty line is twice the state level. Current child/youth wellness services are often fragmented and oriented toward crises or severe problems rather than promotion, prevention, and early intervention.

YAKIMA VALLEY SYSTEM OF CARE MISSION:

Transform our systems of care to provide coordinated culturally and linguistically responsive, community, family and youth-guided supports for all Yakima County and Yakama Nation families with children and youth experiencing emotional behavioral challenges.

STRATEGIES:

Through Yakima Valley System of Care, the national Wraparound model of care coordination will be implemented in mental health provider agencies and relationship with the Yakama Indian Nation. Through participation at the Stakeholder workgroups (e.g., Respite, Data Advisory, Care Review Team, etc.) the Governance Team will be informed in making decisions that will move towards a transformation of our system of care. Beginning October 2012, the SAMHSA funded Project LAUNCH will be integrated with the Yakima Valley System of Care project which will expand the age range to birth to 21 years of age and embed values of early identification, intervention and prevention.

POPULATION OF FOCUS:

The CMHI grant for Yakima Valley Systems of Care project requires that the population of focus be children and/or adolescents with a serious emotional disturbance (also referred to as children and youth with a “serious mental health needs”) as defined by the criteria listed below:

Age: Children and youth from Birth-21 years of age.

Diagnosis: The child or youth must have an emotional, socio-emotional, behavioral or mental disorder diagnosable under the *DSM-IV* or its *ICD-9-CM* equivalents, or subsequent revisions (with the exception of *DSM-IV* A V codes, substance use disorders and developmental disorders, unless they co-occur with another diagnosable serious emotional, behavioral, or mental disorders).

Disability: The child or youth is unable to function in the family, school or community, or in a combination of these settings. Or, the level of functioning is such that the child or adolescent requires multi-agency intervention involving two or more community service agencies providing services in the areas of mental health, education, child welfare, juvenile justice, substance abuse, or primary health care. For children under 6 years of age, community service agencies include those providing services in the areas of childcare, early childhood education (e.g., Head Start), pediatric care, and family mental health. For youth ages 18 to 21, community service agencies include those providing services in the areas of adult mental health, social services, vocational counseling and rehabilitation, higher education, criminal justice, housing and mental health.

Duration: The identified disability must have been present for at least 1 year or, on the basis of diagnosis, severity or multi-agency intervention, is expected to last more than 1 year. Evidence from the National Evaluation of the Comprehensive Community Mental Health Services for Children and Their Families Program, as well as the existing research, suggest that the following populations of children and youth have unmet mental health needs.

- Youth with co-occurring serious emotional disturbance and substance use disorder or chronic illness;
- Infants and youth children from birth to 5 years;
- Transition-age youth (e.g., 16-21);
- Children and youth involved with the child welfare system;

- Youth involved with the Juvenile Justice System;
- Children and youth receiving special education services

EXPECTED OUTCOMES:

At both the state and local levels, expected outcomes can be divided into three areas: individual, community, and system levels. Individual outcomes for children and families include reduced risk factors (e.g. punitive discipline) and problem outcomes (e.g. school expulsion); and increased protective factors. At the community level, outcomes include increased collaboration between public and private child/youth-serving systems and agencies and community understanding of child/youth emotional wellness strategies and resources. At the system level, the expected outcomes are decreased service gaps, redundancies, and barriers; increased quality and fidelity of evidence-based programs and practices; and a network of supports and services to promote child/youth emotional wellness, improved school success, and reduction in juvenile detention.

THE CLINICAL DIRECTOR SHALL:

1. Be familiar with:
 - a. *DSM-IV* or its *ICD-9-CM* equivalents, or subsequent revisions (with the exception of *DSM-IV* A V codes, substance use disorders and developmental disorders, unless they co-occur with another diagnosable serious emotional, behavioral, or mental disorders).
 - b. Population of focus: Children and youth requiring multi-agency intervention involving two or more community service agencies providing services in the areas of mental health, education, child welfare, juvenile justice, substance abuse, or primary health care. For children under 6 years of age, community service agencies include those providing services in the areas of childcare, early childhood education (e.g., Head Start), pediatric care, and family mental health. For youth ages 18 to 21, community service agencies include those providing services in the areas of adult mental health, social services, vocational counseling and rehabilitation, higher education, criminal justice, housing and mental health.
2. Provide clinical leadership overall for the project through:
 - a. Care Review Team
 - i. Ensure representation from family, youth, mental health agencies, juvenile justice, schools, child welfare, primary care, including other system partners as necessary.
 - ii. Review system barrier forms
 - iii. Review plans of care as needed
 - b. Mental Health, Chemical Dependency, and Primary Care Provider Partnerships
 - i. Coordination with System Partners such as Schools, Juvenile Justice, Children's Administration, Chemical Dependency, and Primary Care
 - ii. Coordination with the Regional Support Network (RSN), i.e., regional mental health authority
 - iii. System Interface with Wraparound and System of Care principles per SAMHSA guidelines.
 1. Review referrals and screening as necessary

- 2. Assist in developing, and ensure smooth and timely communication between community partners, referents, and family
 - iv. Evaluate workforce capacity to meet local needs in responding to this initiative.
 - c. Least Restrictive Alternatives
 - i. Review children and youth receiving services to determine eligibility for least intensive, non-outpatient options;
 - ii. Adherence to the National Wraparound model, supported by SAMHSA
 - iii. Respite services
 - d. Training
 - i. System of Care values and principles
 - ii. Wraparound Care Coordination/Facilitation (with adherence to the National Wraparound model).
 - e. System of Care Family and Youth Team Meetings
 - i. Attend established meetings as necessary
 - f. Attend other System of Care meetings as needed and requested
3. Reporting:
- a. Monthly clinical director's report to include a summary of community meetings with stakeholders, system partner collaborations, clinical supervision of referrals, and implementation of evidence based or promising practices.
 - b. TRAC (Transformation Accountability) data report using the YVSOC's report form with the Infrastructure Development, Prevention, and Mental Health Promotion (IPP) activities consistent with the YVSOC grant. Report to be submitted monthly.
 - c. Provide data report on Wraparound referrals, screening outcomes, and disposition to include timeframes of date of referral, date of first contact with family, date of enrollment.
 - d. Provide monthly report on the activities of the Care Review Team.

7. COMPENSATION

Up to \$100,000.00 is budgeted for October 1, 2012 to September 30, 2013, with the funding source coming directly from Yakima County. Succeeding years will be dependent upon revenues and may fluctuate.

Match Contribution: A minimum of 2:1 in-kind contribution is required.

8. GENERAL REQUIREMENTS:

A. Qualifications

Yakima Valley System of Care Clinical Director Professional Consultant must meet the following qualifications;

- (1) Clinical experience working with children and youth consistent with the community's population of focus.
- (2) Demonstrated understanding and acceptance of SOC values and principles.
- (3) Experience practicing in a family-driven and youth-guided and culturally and linguistically competent manner.
- (4) Experience in collaborating with family members, youth, and community cultural stakeholders through active involvement with the community.
- (5) Experience in infrastructure building and workforce development.
- (6) Experience in linkage and close working relationship with Yakima Valley System of Care project evaluators (SAMHSA approved).
- (7) Demonstrated positive experience with:
 - Leadership in change efforts (e.g., ability to inspire service providers to think differently about therapeutic approaches and working with diverse populations).
 - Community-based services expansion (e.g., incorporating both evidence-based and non-traditional therapies into the service array).
 - Involving family and youth voice in service improvements and development.
 - Management of flexible funding.
- (8) Readiness for evidence-based treatments/practices, practice-based evidence, and community-defined evidence, and their implementation.
- (9) Openness and flexibility in tailoring the service/support delivery system to meet the clinical and cultural needs of the population of focus by being willing to listen and learn from the community itself through an inclusive planning process.
- (10) Excellent oral and written communication skills

B. Qualification Documents

Qualification Requirements: Qualifications may be in the form of a letter, and should include a copy of the applicants resume.

The submitted qualifications should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFQP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the qualification packet should be on completeness, clarity of content and adherence to the presentation structure required by the RFQP.

Applicants should address the following areas in their letter:

(1) Experience:

- a. Explain whether applicant works as an individual, or is associated with a company.
- b. Describe applicant's experience providing Clinical Direction and Oversight of Wraparound Systems Care Coordination. Address each item as listed in number 6, Scope of Work.
- c. Describe any other pertinent experience.

(2) References

List three professional references (with addresses and phone numbers) who are able to provide information regarding your ability to perform community relations and special events services.

9. **EVALUATION BY ANALYSIS COMMITTEE:**

All qualification packets will be screened to determine whether the minimum requirements of the RFQP are met. The Selection Committee (SC) will then evaluate those applications.

Qualification Evaluation Criteria: The following are the criteria, which will be used in the selection of applicants. A maximum score of 100 points will be used by each evaluator to score applicants. Each of the following elements shall have the stated maximum point value:

	<u>Qualification and Experience</u>	<u>Points</u>
(1)	Capabilities	30
(2)	Key Personnel Experience	30
(3)	References	15
(4)	Relevant Experience	15
(5)	Interviews (if applicable)	25
(5)	Knowledge of Current SOC Principles	10
	<i>TOTAL</i>	<i>125</i>

10. POST EVALUATION EVENTS:

The SC intends to complete contract negotiations with the successful applicant and execute the contracts within two weeks after receiving Qualification packets. In the event of a negotiation impasse with any provider, the SC reserves the right without penalty and at its sole discretion to:

- (1) Reject the provider's application and select the next best qualified provider; or
- (2) Take no further action to continue award of contracts under this RFQP; or
- (3) Reissue the RFQP with any changes SC deems appropriate.

11. APPLICANTS COST TO DEVELOP QUALIFICATION PACKET:

Costs for developing qualification packets in response to the RFQP are entirely the obligation of the Applicant and shall not be chargeable in any manner to the County.

12. PUBLIC DISCLOSURE:

Proposals shall become the property of Yakima County. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Vendor is making the claim and the RFP page it is found on must be identified. RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Vendors, Yakima County will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure. Yakima County will consider a Vendor's request for exemption from disclosure; however, Yakima County will make a decision predicated upon RCW 42.56.

13. PROTESTS:

- a. Any protest must be made in writing, signed by the protestor, and state that the Vendor is submitting a formal protest. The protest shall be filed

with the Yakima City/County Purchasing Manager at 129 N. 2nd Street, Yakima, WA 98901, or emailed to sownby@ci.yakima.wa.us. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests before award shall be filed 5 days before the Response Due Date, and protests after award shall be filed 5 days after Award Announcement. The following steps shall be taken in an attempt to resolve the protest with the Vendor:

b.

- 1) Purchasing Manager and Department Head of Solicitation try resolving the matter with protestor. All available facts will be considered and the City/County Purchasing Manager shall issue a decision. This decision shall be delivered in writing to the protesting Vendor.
- 2) If still unresolved, within 3 business days after receipt, the protest may be appealed to the Board of Yakima County Commissioners. The Board of County Commissioners shall make a determination in writing to the Vendor.

c. Grounds for Protest

- 1) Only protests stipulating an issue of fact concerning the following subjects shall be considered:
- 2) A matter of bias, discrimination, conflict of interest;
- 3) Solicitation unduly constrains competition or contains inadequate or improper criteria;
- 4) Errors in computing score;
- 5) Non-compliance with procedures described in the solicitation or County policy.

d. Protest Determination

- 1) Each review and determination of the protest shall issue a decision that either:
 - i. Finds the protest lacking in merit and upholds the award; or
 - ii. Finds only technical or harmless errors in the acquisition process and determines Yakima to be in substantial compliance and therefore reject the protest; or
 - iii.
 - iv. Finds merit in the protest and provides options for correction, including, but not limited to, correcting the errors and re-

evaluating the bids, reissuing the bid to begin a new process, or entering into an agreement that remedies the protest finding; or

v.

vi. Makes other findings and determines other courses of action as appropriate.

vii.

e. Only protests and complaints received within the required timeframe for protest action are accepted for consideration.

f. Purchasing shall announce the successful Vendor via City/County Purchasing Website, email, regular mail, or by any other appropriate means. Once the announcement is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the Vendor received the information, but rather when the announcement is issued by Purchasing. Though every effort will be made by Purchasing to distribute the announcement to the interested Vendors, Purchasing is not responsible to assure that the Vendors receive the announcement. It is the responsibility of the Vendors to obtain the announcement from Purchasing.

g. When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless Yakima determines that one of the following applies:

i. The supplies or service to be contracted for are urgently required;

ii. Delivery or performance will be unduly delayed by failure to make the award promptly;

iii. A prompt award will otherwise be advantageous to Yakima.

h. If the award is made, the file must be documented to explain the basis for the award. Written notice of the decision to proceed shall be sent to the protestor and others who may be concerned.

i. Yakima retains the right to enter into any agreement and nothing herein shall be construed to limit that authority in any manner.

AGREEMENT

THIS AGREEMENT is entered into between YAKIMA COUNTY, Washington, hereinafter “County”, whose address is 128 North 2nd Street, Yakima, Washington 98901, and “Contractor”, more specifically identified as

Name: _____

Street: _____

City, State Zip: _____

Federal Tax I.D. No. 91-_____ [if none, Social Security No. ____-____-____]

Washington State Department of Revenue No. _____

WITNESSETH:

In consideration of the terms and conditions contained, the parties hereto agree as follows:

1. **Project.** The _____ Professional Consultant, through Yakima County, agrees to do all work and furnish all materials necessary for performing the work in accordance with this agreement.
2. **Amendments.** This agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties. All terms of the attached bid documents are incorporated herein by this reference.
3. **Consideration.** The County shall compensate the Community Relations and Special Events Professional Consultant at the rate of \$_____ (_____ hundred dollars & no cents) for 2012, divided into 12 equal monthly installments. The aforementioned amount shall be payable when billed to the County. The bill shall include a breakdown of all charges and be submitted to: Yakima County Human Services, 128 North 2nd Street, Yakima, WA 98901.
4. **Independent contractor.** The parties agree that, for the purposes of this agreement, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer’s liability insurance as required by state law. The Contractor will have an active account with the department of Revenue, other state agencies as needed, a Unified Business Identifier (UBI) number, and a separate set of books or records that reflect all items of income and expenses of the business that the individual is conducting.
5. **Property Rights.** All records or papers of any sort relating to the County and to the project will at all times be the property of the County and shall be surrendered to the County upon demand. All information concerning the County and said project, which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Consultant will not, in whole or part, now or at any time disclose that information without the express written consent of the County.
6. **Work Made for Hire.** All work the Consultant performs under this agreement shall be considered work made for hire, and shall be the property of the County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers, reports, and any other materials the

Consultant produces in connection with this agreement. On completion or termination of the agreement, the Consultant shall deliver these materials to the County project manager.

7. **Nondiscrimination.** The Contractor agrees that he or she shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.
8. **Assignment.** The Contractor shall not assign or subcontract any portion of the contracted activities without obtaining prior written approval from the Executive Board.
9. **Termination or Suspension.** Either party may terminate this contract upon sixty days written notice sent by certified mail to the addresses listed above. The Executive Board may suspend work performed by the Contractor based on alleged inappropriate Contractor activities or action. Notification of a suspension of work performed and the subsequent conclusion and finding of a suspension investigation will be sent by certified mail to the address listed above.
10. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and save harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
11. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth below shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth below in section 17A, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.
 1. Insurance:
 - A. The County certifies that it is insured as a member of the Washington Counties Risk Pool, and is otherwise self-insured, and can pay for losses for which it is found liable.
 - B. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and automobile liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that

may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall, provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under this Agreement.

- C. **Professional Liability Insurance.** Such professional liability insurance shall be maintained in an amount not less than One Million Dollars (\$1,000,000) combined single limit per claim/aggregate. The Appellate Representation Provider further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but not limited to the amount of the deductible under the insurance policy. The Appellate Representation Provider shall not be required to make any payments for professional liability, if such liability is occasioned by the sole negligence of the County.
12. **Verification of Coverage.** Prior to execution of this agreement, Contractor shall furnish the County with original Certificates of Insurance and a copy of any amendatory endorsement, including without limitation, the Additional Insured endorsement, evidencing the insurance requirements.
13. **Waiver of Breach.** A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.
14. **Laws, venue, jurisdiction.** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.
15. **Term.** The term of this agreement shall be from the date of execution to for one year and may be extended from year to year, not to exceed five years, by mutual consent of the parties.

By executing this agreement, the undersigned Contractor hereby certifies under penalty of perjury under the laws of the State of Washington that the Contractor is a bona fide independent contractor pursuant to the rules and regulations of the Washington State Department of Revenue and, in the event it is determined that the Contractor is not a bona fide independent contractor, the County shall have the right to deduct all employment taxes, charges and penalties of any nature due as a consequence of this contract from any remaining funds due the Contractor and, in the event there are no funds due the Contractor, the Contractor agrees to reimburse the County for all such costs.

CONTRACTOR

BOARD OF YAKIMA
COUNTY COMMISSIONERS

By _____

J. Rand Elliott, Chairman

Title _____

Date: _____

Michael D. Leita, Commissioner

Kevin J. Bouchey, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*

Attest: Tiera L. Girard
Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney